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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

ANNA STOWE, an individual,	)	CASE NO. 5:11-cv-02428-HRL
Plaintiffs,	)	
	)	
vs.	)	<b>TRANS UNION, LLC’S ANSWER</b>
	)	<b>TO PLAINTIFF’S COMPLAINT</b>
EXPERIAN INFORMATION SOLUTIONS, INC.;	)	<b>AND AFFIRMATIVE DEFENSES</b>
TRANSUNION, LLC; EQUIFAX	)	
INFORMATION SERVICES, L.L.C.; LA	)	
CURACAO; and TOPAZ FINANCIAL SERVICE;	)	
Defendants.	)	

Trans Union, LLC (“Trans Union”), by counsel, responds to Plaintiff’s Complaint (the “Complaint”) as follows. For the Court’s convenience, Plaintiff’s allegations are set forth verbatim with Trans Union’s responses immediately following.

COMES NOW the Plaintiff, Anna Stowe, (hereafter “Plaintiff”) by counsel, and for complaint against Defendants, alleges as follows:

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**JURISDICTION AND VENUE**

1  
2 1. This is an action for actual, statutory, and punitive damages, costs, and  
3 attorney's fees brought pursuant to 15 U.S.C. § 1681 *et seq.* (Federal Fair Credit Reporting  
4 Act).

5 **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
6 conclusions and, so stating, denies them.

7 **PARTIES**

8 2. The jurisdiction of this Court is conferred by 15 U.S.C. § 168(p) and 28 U.S.C.  
9 § 1367.

10 **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
11 conclusions and, so stating, denies them.

12 3. The Plaintiff is a natural person and resident of California. She is a "consumer"  
13 as defined by 15 U.S.C. § 1681a(c).

14 **ANSWER:** Trans Union states that it lacks knowledge or information sufficient to  
15 form a belief about the truth of these allegations, which has the effect of a denial under Rule  
16 8(b)(5). Trans Union states that the allegations of this paragraph are legal conclusions and, so  
17 stating, denies them.

18 4. Upon information and belief, Defendant EXPERIAN INFORMATION  
19 SOLUTIONS, INC. (hereafter "Experian") is a corporation incorporated under the laws of the  
20 State of Texas authorized to do business under the laws of the State of California through its  
21 registered offices at 475 Anton Boulevard, Costa Mesa California 92626.

22 **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
23 conclusions and, so stating, denies them.

24 5. Upon information and belief, Experian is a "consumer reporting agency", as  
25 defined in 15 U.S.C. § 1681a(f). Upon information and belief, Experian is regularly engaged  
26 in the business of assembling, evaluating, and disbursing information concerning consumers  
27 for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d) to third  
28 parties.

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1       **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
2 conclusions and, so stating, denies them.

3       6. Upon information and belief, Experian disburses such consumer reports to third  
4 parties under contract for monetary compensation.

5       **ANSWER:** Trans Union states that it lacks knowledge or information sufficient to  
6 form a belief about the truth of these allegations, which has the effect of a denial under Rule  
7 8(b)(5).

8       7. Upon information and belief, Defendant EQUIFAX INFORMATION  
9 SERVICES, L.L.C. (hereafter “Equifax”) is a corporation incorporated under the laws of the  
10 State of Georgia authorized to do business under the laws of the State of California through its  
11 registered offices at 1550 Peachtree Street, Northwest, Atlanta, Georgia 30309.

12       **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
13 conclusions and, so stating, denies them.

14       8. Upon information and belief, Equifax is a “consumer reporting agency”, as  
15 defined in 15 U.S.C. § 1681a(f). Upon information and belief, Experian is regularly engaged  
16 in the business of assembling, evaluating, and disbursing information concerning consumers  
17 for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d) to third  
18 parties.

19       **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
20 conclusions and, so stating, denies them.

21       9. Upon information and belief, Equifax disburses such consumer reports to third  
22 parties under contract for monetary compensation.

23       **ANSWER:** Trans Union states that it lacks knowledge or information sufficient to  
24 form a belief about the truth of these allegations, which has the effect of a denial under Rule  
25 8(b)(5).

26       10. Upon information and belief, Defendant TRANSUNION, L.L.C., (hereafter  
27 “TransUnion” and collectively, with Equifax and Experian, the “Credit Reporting Agencies” or  
28 “CRAs”) is a business entity organized under the laws of Delaware authorized to do business

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1 under the laws of the State of California through its registered offices at 1510 Chester Pike,  
2 Crum Lynne, PA 19022.

3 **ANSWER:** Trans Union admits that it is a Delaware limited liability company with  
4 its principal place of business in Chicago, Illinois. Trans Union states that the remaining  
5 allegations of this paragraph are legal conclusions and, so stating, denies them.

6 11. Upon information and belief, TransUnion is a “consumer reporting agency”, as  
7 defined in 15 U.S.C. § 1681a(f). Upon information and belief, Experian is regularly engaged  
8 in the business of assembling, evaluating, and disbursing information concerning consumers  
9 for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d) to third  
10 parties.

11 **ANSWER:** Trans Union admits that it is a “consumer reporting agency” as that term  
12 is defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* Trans Union states that  
13 the remaining allegations of this paragraph are legal conclusions and, so stating, denies them.

14 12. Upon information and belief, Defendant LA CURACAO (hereafter “LA  
15 Curacao”) is a business entity organized under the laws of California authorized to do business  
16 under the laws of the State of California through its registered offices at 1605 West Olympic  
17 Boulevard, Suite 600, Los Angeles, California 90015.

18 **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
19 conclusions and, so stating, denies them.

20 13. Upon information and belief, LA Curacao is a “furnishers of information to  
21 consumers reporting agencies” as applied in 15 U.S.C. § 1681s-2. Upon information and  
22 belief, LA Curacao is a creditor who holds a debt that resulted from the theft of Plaintiff’s  
23 identity as described below.

24 **ANSWER:** Trans Union states that it lacks knowledge or information sufficient to  
25 form a belief about the truth of these allegations, which has the effect of a denial under Rule  
26 8(b)(5). Trans Union states that the remaining allegations of this paragraph are legal  
27 conclusions and, so stating, denies them.

28  
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1           14. Upon information and belief, Defendant TOPAZ FINANCIAL SERVICE  
 2 (hereafter “Topaz” and collectively with LA Curacao the “Information Providers”) is a  
 3 business entity organized under the laws of the State of California authorized to do business  
 4 under the laws of the State of California through its registered offices at 15 St. Francis  
 5 Boulevard, Daly City, California 94015.

6           **ANSWER:** Trans Union states that the allegations of this paragraph are legal  
 7 conclusions and, so stating, denies them.

8           15. Upon information and belief, Topaz is a “furnishers of information to consumer  
 9 reporting agencies” as applied in 15 U.S.C. § 1681s-2. Upon information and belief, Topaz is  
 10 a creditor who holds a debt that resulted from the theft of Plaintiff’s identity as described  
 11 below.

12           **ANSWER:** Trans Union states that it lacks knowledge or information sufficient to  
 13 form a belief about the truth of these allegations, which has the effect of a denial under Rule  
 14 8(b)(5). Trans Union states that the remaining allegations of this paragraph are legal  
 15 conclusions and, so stating, denies them.

16                           **ALLEGATIONS COMMON TO ALL CLAIMS**

17           16. On or about September 13, 2010, Plaintiff discovered that she had been the  
 18 victim of numerous instances of identity theft. Her credit reports compiled and reported to  
 19 creditors by Defendant Credit Reporting Agencies contained numerous negative items  
 20 associated with a “Ana Jimenez” or “Ana Delrocio Gamarra”, thirty-eight (38) years old, of  
 21 Florida. Plaintiff does not reside in Florida and has resided in Santa Clara County California  
 22 for more than twenty (20) years.

23           **ANSWER:** Trans Union states that it lacks knowledge or information at this time  
 24 sufficient to form a belief about the truth of these allegations as they apply to Trans Union,  
 25 which has the effect of a denial under Rule 8(b)(5). Trans Union states that it lacks knowledge  
 26 or information sufficient to form a belief about the truth of the remaining allegations, which  
 27 has the effect of a denial under Rule 8(b)(5).  
 28

1           17. Plaintiff has informed the Credit Reporting Agencies of the identity theft and  
2 requested that fraud alerts be placed in her credit reports.

3           **ANSWER:** Trans Union states that it lacks knowledge or information at this time  
4 sufficient to form a belief about the truth of these allegations as they apply to Trans Union,  
5 which has the effect of a denial under Rule 8(b)(5). Trans Union states that it lacks knowledge  
6 or information sufficient to form a belief about the truth of the remaining allegations, which  
7 has the effect of a denial under Rule 8(b)(5).

8           18. On or about October 6, 2010, Plaintiff filed an identity theft police report,  
9 Report No. 10-1992, ("Identity Theft Report") with Officer Kimball Stanley of the Los Gatos /  
10 Monte Sereno Police Department. A copy of the Identity Theft Report is attached hereto as  
11 Exhibit A.

12           **ANSWER:** Trans Union states that Exhibit A speaks for itself. Trans Union states  
13 that it lacks knowledge or information sufficient to form a belief about the truth of these  
14 allegations, which has the effect of a denial under Rule 8(b)(5).

15           19. Thereafter, Plaintiff provided the CRA's with proof of her identity, a copy of  
16 the Identity Theft Report, identification of the fraudulent information, and a statement that the  
17 information does not relate to any transaction by Plaintiff.

18           **ANSWER:** Trans Union states that it lacks knowledge or information at this time  
19 sufficient to form a belief about the truth of these allegations as they apply to Trans Union,  
20 which has the effect of a denial under Rule 8(b)(5). Trans Union states that it lacks knowledge  
21 or information sufficient to form a belief about the truth of the remaining allegations, which  
22 has the effect of a denial under Rule 8(b)(5).

23           20. On information and belief, the CRA's failed to provide notice to the  
24 Information Providers that the fraudulent information may be a result of identity theft; that an  
25 identity theft report has been filed; that a block has been requested under this section; and of  
26 the effective dates of the block.

27           **ANSWER:** Trans Union states that it lacks knowledge or information at this time  
28 sufficient to form a belief about the truth of these allegations as they apply to Trans Union,

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1 which has the effect of a denial under Rule 8(b)(5). Trans Union states that it lacks knowledge  
 2 or information sufficient to form a belief about the truth of the remaining allegations, which  
 3 has the effect of a denial under Rule 8(b)(5).

4 21. Alternatively, the CRA's provided notice to the Information Providers that the  
 5 fraudulent information may be a result of identity theft; that an identity theft report has been  
 6 filed; that a block has been requested under this section; and of the effective dates of the block.  
 7 Thereafter, the Information Providers failed to conduct an investigation with respect to the  
 8 disputed information; review all relevant information provided by the consumer reporting  
 9 agency pursuant to section 1681i(a)(2); report the results of the investigation to the consumer  
 10 reporting agency; if the information is incomplete or inaccurate, report those results to all other  
 11 consumer reporting agencies to which the person furnished the information and the compile  
 12 and maintain files on consumers on a nationwide basis; and in cases inaccurate, incomplete, or  
 13 unverifiable information, promptly modify, delete, or permanently block the reporting of that  
 14 item of information.

15 **ANSWER:** Trans Union states that it lacks knowledge or information at this time  
 16 sufficient to form a belief about the truth of these allegations as they apply to Trans Union,  
 17 which has the effect of a denial under Rule 8(b)(5). Trans Union states that it lacks knowledge  
 18 or information sufficient to form a belief about the truth of the remaining allegations, which  
 19 has the effect of a denial under Rule 8(b)(5).

#### 20 **FIRST CLAIM FOR RELIEF**

##### 21 **(Failure to Establish Proper Procedures – 15 U.S.C. § 1681e)**

22 22. Plaintiff realleges and incorporates paragraphs 1 through 21 above as if fully set  
 23 forth herein.

24 **ANSWER:** Trans Union reasserts its answers and responses set forth herein.

25 23. Defendants CRA's violated 15 U.S.C. § 1681e(b) by failing to establish or to  
 26 follow reasonable procedures to assure maximum possible accuracy in the preparation of the  
 27 credit report and credit files it published and maintains concerning Plaintiff.  
 28





1       **ANSWER:** Trans Union reasserts its answers and responses set forth herein.

2       28. Defendants CRA's violated 15 U.S.C. § 1681c on multiple occasions by failing  
3 to block information regarding the instances of identity theft contained in Plaintiff's credit  
4 reports after receiving actual notice of such information; proof of Plaintiff's identity; a copy of  
5 the Identity Theft Report; and a statement that the information does not relate to any  
6 transaction by Plaintiff.

7       **ANSWER:** Trans Union denies the allegations of this paragraph as they apply to  
8 Trans Union. Trans Union denies that the remaining statements contained in this paragraph  
9 require a response from Trans Union as they do not constitute allegations asserted against it,  
10 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

11       29. As a result of this conduct, action and inaction of Defendants CRA's, Plaintiff  
12 suffered damages by loss of credit, loss of ability to purchase and benefit from credit, the  
13 mental and emotional pain and anguish and humiliation and embarrassment of credit denials.

14       **ANSWER:** Trans Union denies the allegations of this paragraph as they apply to  
15 Trans Union. Trans Union denies that the remaining statements contained in this paragraph  
16 require a response from Trans Union as they do not constitute allegations asserted against it,  
17 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

18       30. Defendant CRA's conduct, action, and inaction were willful, rendering it liable  
19 for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.  
20 § 1681n. In the alternative, it was negligent, entitling Plaintiff to recover under 15 U.S.C.  
21 § 1681o.

22       **ANSWER:** Trans Union denies the allegations of this paragraph as they apply to  
23 Trans Union. Trans Union denies that the remaining statements contained in this paragraph  
24 require a response from Trans Union as they do not constitute allegations asserted against it,  
25 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

26       31. Plaintiff is entitled to recover attorney's fees from Defendants CRA's in an  
27 amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

28  
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1        **ANSWER:**    Trans Union denies that Plaintiff is entitled to any damages, costs, fees  
2 or other relief from or against Trans Union.

3                                **THIRD CLAIM FOR RELIEF**

4                                **(Failure to Notify Furnishers of Identity Theft Info. – 15 U.S.C. § 1681c-2)**

5                32.        Plaintiff realleges and incorporates paragraphs 1 through 21 above as if fully set  
6 forth herein.

7        **ANSWER:**    Trans Union reasserts its answers and responses set forth herein.

8                33.        Defendants CRA's violated 15 U.S.C. § 1681c-2 on multiple occasions by  
9 failing to notify credit furnishers (1) that the information may be a result of identity theft;  
10 (2) that an identity theft report has been filed; (3) that a block has been requested under this  
11 section; and (4) of the effective dates of the block after receiving actual notice of such  
12 information; proof of Plaintiff's identity; a copy of the Identity Theft Report; and a statement  
13 that the information does not relate to any transaction by Plaintiff.

14        **ANSWER:**    Trans Union denies the allegations of this paragraph as they apply to  
15 Trans Union. Trans Union denies that the remaining statements contained in this paragraph  
16 require a response from Trans Union as they do not constitute allegations asserted against it,  
17 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

18                34.        As a result of this conduct, action and inaction of Defendants CRA's, Plaintiff  
19 suffered damages by loss of credit, loss of ability to purchase and benefit from credit, the  
20 mental and emotional pain and anguish and humiliation and embarrassment of credit denials.

21        **ANSWER:**    Trans Union denies the allegations of this paragraph as they apply to  
22 Trans Union. Trans Union denies that the remaining statements contained in this paragraph  
23 require a response from Trans Union as they do not constitute allegations asserted against it,  
24 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

25                35.        Defendants CRA's conduct, action, and inaction was willful, rendering it liable  
26 for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.  
27 § 1681n. In the alternative, it was negligent, entitling Plaintiff to recover under 15 U.S.C.  
28 § 1681o.

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1        **ANSWER:** Trans Union denies the allegations of this paragraph as they apply to  
 2 Trans Union. Trans Union denies that the remaining statements contained in this paragraph  
 3 require a response from Trans Union as they do not constitute allegations asserted against it,  
 4 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

5        36. Plaintiff is entitled to recover attorney's fees from Defendants CRA's in an  
 6 amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

7        **ANSWER:** Trans Union denies that Plaintiff is entitled to any damages, costs, fees  
 8 or other relief from or against Trans Union.

9                                    **FOURTH CLAIM FOR RELIEF**

10                                  **(Failure to Reinvestigate – 15 U.S.C. § 1681i)**

11        37. Plaintiff realleges and incorporates paragraphs 1 through 21 above as if fully set  
 12 forth herein.

13        **ANSWER:** Trans Union reasserts its answers and responses set forth herein.

14        38. Defendants CRA's violated 15 U.S.C. § 1681i on multiple occasions by failing  
 15 to delete inaccurate information in Plaintiff's credit file after receiving actual notice of such  
 16 inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward relevant  
 17 information to the Creditors; by failing to maintain reasonable procedures with which to filter  
 18 and verify disputed information in Plaintiff's credit file; and by relying upon verification from  
 19 a source it has reason know is unreliable.

20        **ANSWER:** Trans Union denies the allegations of this paragraph as they apply to  
 21 Trans Union. Trans Union denies that the remaining statements contained in this paragraph  
 22 require a response from Trans Union as they do not constitute allegations asserted against it,  
 23 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

24        39. As a result of this conduct, action and inaction of Defendants CRA's, Plaintiff  
 25 suffered damages by loss of credit, loss of ability to purchase and benefit from credit, the  
 26 mental and emotional pain and anguish and the humiliation and embarrassment of credit  
 27 denials.  
 28



1 modify, delete, or permanently block the reporting of that item of information, after being  
2 notified that they may have resulted from identity theft.

3 **ANSWER:** Trans Union denies that the statements contained in this paragraph  
4 require a response from Trans Union as they do not constitute allegations asserted against it,  
5 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

6 44. Defendants Information Providers conduct, action, and inaction was willful,  
7 rendering it liable for punitive damages in an amount to be determined by the Court pursuant to  
8 15 U.S.C. § 1681n. In the alternative, it was negligent, entitling Plaintiff to recover under  
9 15 U.S.C. § 1681o.

10 **ANSWER:** Trans Union denies that the statements contained in this paragraph  
11 require a response from Trans Union as they do not constitute allegations asserted against it,  
12 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

13 45. Plaintiff is entitled to recover attorney's fees from Defendants Information  
14 Providers in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or  
15 §1681o.

16 **ANSWER:** Trans Union denies that the statements contained in this paragraph  
17 require a response from Trans Union as they do not constitute allegations asserted against it,  
18 pursuant to Rule 8(b)(1)(B), and thus are considered denied or avoided under Rule 8(b)(6).

19 WHEREFORE, Plaintiff demands judgment for compensatory and punitive damages  
20 against Defendants, jointly and severely; for her attorney's fees and costs; for pre-judgment  
21 and post-judgment interest at the legal rate; and such other relief the Court deems just,  
22 equitable, and proper.

23 **ANSWER:** Trans Union denies that Plaintiff is entitled to any damages, costs, fees  
24 or other relief from or against Trans Union.

25 **AFFIRMATIVE DEFENSES**

26 1. Plaintiff has failed to state a claim against Trans Union upon which relief may  
27 be granted.

1           2.       Plaintiff's state law and common law claim are pre-empted by the Fair Credit  
2 Reporting Act, 15 U.S.C. § 1681, *et seq.*

3           3.       Trans Union's reports concerning Plaintiff were true or substantially true.

4           4.       Trans Union has at all times followed reasonable procedures to assure  
5 maximum possible accuracy of its credit reports concerning Plaintiff.

6           5.       Plaintiff's claims are barred, in whole or in part, by the applicable statute of  
7 limitations.

8           6.       Plaintiff's claims are barred, in whole or in part, by 15 U.S.C. §§ 1681h(e)  
9 and/or 1681t.

10          7.       At all relevant times, Trans Union acted within the absolute and qualified  
11 privileges afforded it under the FCRA, the United States Constitution, applicable State  
12 Constitutions and the common law.

13          8.       Plaintiff's claims are barred, in whole, or in part, by the equitable theories of  
14 estoppel, waiver and laches.

15          9.       Plaintiff has failed to take reasonable steps to mitigate her damages, if any.

16          10.       Plaintiff's damages are the result of acts or omissions committed by Plaintiff.

17          11.       Plaintiff's damages are the result of acts or omissions committed by the other  
18 parties over whom Trans Union has no responsibility or control.

19          12.       Plaintiff's damages are the result of acts or omissions committed by non-parties  
20 to this action over whom Trans Union has no responsibility or control.

21          13.       Any claim for exemplary or punitive damages asserted by Plaintiff violates  
22 Trans Union's rights under the Due Process and Excessive Fines clauses of the Fifth, Sixth,  
23 Eighth and Fourteenth Amendments to the United States Constitution and the analogous  
24 provisions of applicable State Constitutions and under the First Amendment of the United  
25 States Constitution and the analogous provisions of applicable State Constitutions.

26          14.       Trans Union reserves the right to assert additional defenses as may become  
27 apparent through additional investigation and discovery.

28  
**TRANS UNION, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT AND AFFIRMATIVE DEFENSES –  
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1 WHEREFORE, Defendant Trans Union, LLC, by counsel, denies that Plaintiff is  
2 entitled to judgment or to any of the relief sought, and respectfully requests that judgment be  
3 entered in its favor and against Plaintiff on all counts set forth in the Complaint, and that Trans  
4 Union, LLC, be awarded its costs incurred in defending this action, along with such other relief  
5 as this Court deems equitable and just.

6 Respectfully submitted,

7  
8 Dated: June 16, 2011

/s/ Sumana Cooppan

Michael W. Bien, Esq. (CSB #96891)  
Sumana Cooppan, Esq. (CSB # 267967)  
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